

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MARION     )

IN THE MARION CIRCUIT COURT

AVC NO. 01-013

IN RE: EUGENE EDWARDS, individually )  
      and doing business as GENERAL )  
      CONSTRUCTION )  
  )  
      Respondent. )

FILED  
FEB 09 2001

*Sarah M. Tiller*  
CLERK OF THE  
MARION CIRCUIT COURT

**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Karen Freeman-Wilson and Deputy Attorney General Eric L. Jackson, and Respondent, Eugene Edwards, individually and doing business as General Construction, enter into an Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent is an individual engaged in home improvement work in Marion County, with a principal place of business at 2210 Frio, Rosharon, Texas, 77583.
2. The terms of this Assurance apply to and are binding upon Respondent, his employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 et seq.

4. Respondent agrees, pursuant to Ind. Code §24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. Respondent agrees that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

5. Respondent agrees, pursuant to Ind. Code §24-5-11-11, that before the consumer signs the home improvement contract and before the consumer can be required to make a down

payment, the home improvement supplier must have agreed unequivocally by written signature to all of the terms of the home improvement contract.

6. Respondent agrees, pursuant to Ind. Code §24-5-11-12, that Respondent shall give a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it. The contract must also show the dates the supplier and each consumer executed the contract.

7. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code §24-5-11-1 et seq.

8. Respondent agrees to refrain from conducting any home improvements until he has first obtained all necessary licenses and building permits required by law.

9. Respondent agrees, pursuant to Ind. Code §24-5-10-9, in every home consumer transaction to provide to the consumer two (2) copies of a written notice of the consumer's right to cancel the transaction. Respondent agrees that the notice shall be on a separate document in at least ten (10) boldface type and contain the following:

- (a) The address to which the consumer's notice of cancellation may be delivered or sent;
- (b) A statement that the transaction may be cancelled before midnight of the third business day after the consumer and the supplier finally agree to the transaction;
- (c) A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;
- (d) A statement of the steps the consumer and supplier must take after cancellation of the home consumer transaction; and
- (e) The date by which the consumer must exercise the right to cancel the transaction.

10. Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq.

11. The parties agree that on or about September 21, 2000, the Respondent paid Four Hundred and 00/100 Dollars (\$400.00) of consumer restitution to the Office of the Attorney General on behalf of Mr. Arthur Watkins, 5325 Leone Drive, Indianapolis, Indiana, 46226.

12. Upon execution of this Assurance, Respondent shall pay the remaining consumer restitution in the amount of Eight Hundred Fifty Six and 00/100 Dollars (\$856.00) to the Office of the Attorney General on behalf of Mr. Arthur Watkins, 5325 Leone Drive, Indianapolis, Indiana, 46226.

13. Upon execution of this Assurance, Respondent shall pay costs in the amount of Five Hundred and 00/100 Dollars (\$500.00) to the Office of the Attorney General.

14. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

15. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

16. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 7<sup>th</sup> day of February, 2000.

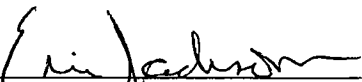
STATE OF INDIANA

RESPONDENT

KAREN M. FREEMAN-WILSON  
Attorney General of Indiana

EUGENE EDWARDS, individually and d/b/a  
GENERAL CONSTRUCTION

By:



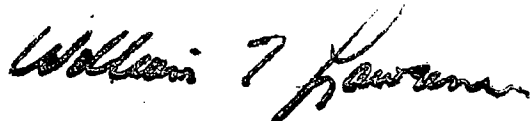
Eric L. Jackson  
Deputy Attorney General  
Atty. No. 19415-49



Eugene Edwards

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APPROVED this \_\_\_\_\_ day of FEB 09 2001, 2000.



Judge, Marion County Circuit Court

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